

<i>SERFF Tracking Number:</i>	<i>GBAC-128338159</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Polish National Alliance of the US of NA</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>PNAFPDA-2012</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>PNAFPDA-2012</i>		
<i>Project Name/Number:</i>	<i>PNAFPDA-2012/</i>		

## Filing at a Glance

Company: Polish National Alliance of the US of NA

Product Name: PNAFPDA-2012	SERFF Tr Num: GBAC-128338159	State: Arkansas
TOI: A02I Individual Annuities- Deferred Non-Variable	SERFF Status: Closed-Approved-Closed	State Tr Num:
Sub-TOI: A02I.002 Flexible Premium	Co Tr Num: PNAFPDA-2012	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Authors: Mary Gardner, Anita Haug	Disposition Date: 05/17/2012
	Date Submitted: 05/14/2012	Disposition Status: Approved-Closed
		Implementation Date:
Implementation Date Requested: On Approval		
State Filing Description:		

## General Information

Project Name: PNAFPDA-2012	Status of Filing in Domicile: Pending
Project Number:	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 05/17/2012
	State Status Changed: 05/17/2012
Deemer Date:	Created By: Mary Gardner
Submitted By: Mary Gardner	Corresponding Filing Tracking Number:
Filing Description:	
Re: Polish National Alliance of the United States of North America - NAIC #57622	
Form FPDA-2012    Flexible Payment Deferred Annuity Certificate	
ANNAPP -2012    Annuity Application	

On behalf of the Polish National Alliance of the United States of North America, a fraternal benefit society incorporated under laws of the State of Illinois, we are submitting the above-referenced individual annuity certificate and application.

Form FPDA-2012 is a flexible payment deferred annuity certificate. This is a new form and does not replace any other on file. It is intended that this form will be sold to those owners who want a shorter surrender charge period.

SERFF Tracking Number: GBAC-128338159 State: Arkansas

Filing Company: Polish National Alliance of the US of NA State Tracking Number:

Company Tracking Number: PNAFPDA-2012

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable

Product Name: PNAFPDA-2012

Project Name/Number: PNAFPDA-2012/

Application ANNAPP-2012 will be used with the form and replaces ANNAPP (2006) AR approved March 17, 2006.

The certificate and application have a combined Flesch score of 50.7.

The Society plans to market the forms using the same agent sales approach used with the current forms.  
State Narrative:

## Company and Contact

### Filing Contact Information

Mary Gardner, mgardner@lifebase.com  
100 First Avenue N.E. 319-896-5970 [Phone]  
Suite 117 319-896-5979 [FAX]  
Cedar Rapids, IA 52401

### Filing Company Information

(This filing was made by a third party - griffithballardandco)

Polish National Alliance of the US of NA	CoCode: 57622	State of Domicile: Illinois
6100 N. Cicero Avenue	Group Code:	Company Type: Fraternal
Chicago, IL 60646	Group Name:	State ID Number:
(773) 286-0500 ext. [Phone]	FEIN Number: 36-1635410	

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## Filing Fees

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? Yes

Fee Explanation: \$50 per form (IL) x 2 forms = \$100.00

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Polish National Alliance of the US of NA	\$100.00	05/14/2012	59135247

<i>SERFF Tracking Number:</i>	<i>GBAC-128338159</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>PNAFPDA-2012</i>		
<i>Project Name/Number:</i>	<i>PNAFPDA-2012/</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved-Closed	Linda Bird	05/17/2012	05/17/2012

### Amendments

<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Supporting Document	Statement of Variability	Mary Gardner	05/14/2012	05/14/2012

<i>SERFF Tracking Number:</i>	<i>GBAC-128338159</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Polish National Alliance of the US of NA</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>PNAFPDA-2012</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>PNAFPDA-2012</i>		
<i>Project Name/Number:</i>	<i>PNAFPDA-2012/</i>		

## Disposition

Disposition Date: 05/17/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GBAC-128338159 State: Arkansas

Filing Company: Polish National Alliance of the US of NA State Tracking Number:

Company Tracking Number: PNAFPDA-2012

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable

Product Name: PNAFPDA-2012

Project Name/Number: PNAFPDA-2012/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Third Party Authorization Letter		Yes
Supporting Document	Statement of Variability		Yes
Form	Flexible Payment Deferred Annuity Certificate		Yes
Form	Annuity Application		Yes

*SERFF Tracking Number:* GBAC-128338159 *State:* Arkansas  
*Filing Company:* Polish National Alliance of the US of NA *State Tracking Number:*  
*Company Tracking Number:* PNAFPDA-2012  
*TOI:* A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.002 Flexible Premium  
Variable  
*Product Name:* PNAFPDA-2012  
*Project Name/Number:* PNAFPDA-2012/

## **Amendment Letter**

Submitted Date: 05/14/2012

### **Comments:**

I have included the Statement of Variability under the "Supporting Documentation" tab. It was inadvertently omitted from the original filing.

### **Changed Items:**

### **Supporting Document Schedule Item Changes:**

### **User Added -Name: Statement of Variability**

Comment:

Statement of Variability.pdf

SERFF Tracking Number: GBAC-128338159 State: Arkansas

Filing Company: Polish National Alliance of the US of NA State Tracking Number:

Company Tracking Number: PNAFPDA-2012

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable

Product Name: PNAFPDA-2012

Project Name/Number: PNAFPDA-2012/

## Form Schedule

### Lead Form Number: Form FPDA-2012

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	Form FPDA-2012	Policy/Cont Flexible Payment ract/Fratern Deferred Annuity al Certificate Certificate	Initial		50.700	FPDA-2012 [].pdf
	ANNAPP-2012	Application/ Annuity Application Enrollment Form	Initial			ANNAPP-2012 'John Doe'.pdf



POLISH NATIONAL ALLIANCE  
OF THE UNITED STATES OF NORTH AMERICA

A Fraternal Benefit Society  
[Chicago, Illinois]

## FLEXIBLE PAYMENT DEFERRED ANNUITY CERTIFICATE

If the annuitant is living on the maturity date and this certificate is in force, **WE WILL PAY** an annuity income to the annuitant commencing on the maturity date. While this certificate is in force **WE WILL PAY** the death benefit proceeds to the beneficiary upon the death of the annuitant prior to the maturity date. The death benefit proceeds are defined in Section VI.


We also provide the other rights and benefits set forth in this certificate.

This certificate is subject to all of the provisions and conditions on this and the following pages.

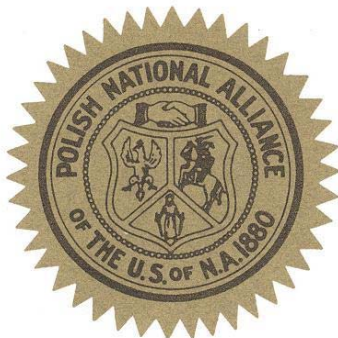
**RIGHT TO CANCEL.** You may cancel this certificate by delivering or mailing a written notice to our agent or to us at our Home Office at Polish National Alliance, [6100 North Cicero Avenue, Chicago, Illinois 60646], and returning the certificate to us or our agent before midnight of the thirtieth day after the date you receive the certificate. Notice given by mail and return of the certificate or contract by mail are effective on being postmarked, properly addressed and postage prepaid. We will return all premiums paid, including any fees or charges, for this certificate within ten days after we receive notice of cancellation and the returned certificate. If this occurs the certificate will be considered void from the beginning.

This certificate is a legal contract between the owner and the Association. **READ YOUR CERTIFICATE CAREFULLY.**

Signed for the Polish National Alliance (PNA) at [Chicago, Illinois], on the certificate date.

[  ]  
President PNA

[  ]  
Secretary PNA



POLISH NATIONAL ALLIANCE  
OF THE  
UNITED STATES OF NORTH AMERICA  
[6100 North Cicero Avenue  
Chicago, IL 60646]  
[(800) 621-3723 or (773) 286-0500]  
[www.pna-znp.org]

A FRATERNAL BENEFIT SOCIETY  
Incorporated under the laws of  
the State of Illinois

**FLEXIBLE PAYMENT DEFERRED ANNUITY CERTIFICATE**  
Annuity Income commencing on the maturity date  
Death benefit payable upon the death of the annuitant prior to the maturity date  
Flexible payments payable during the lifetime of the annuitant  
Participating



## CERTIFICATE CONTENTS

Your certificate contains the following sections and provisions:

### Section

- I CERTIFICATE DATA**
- II TABLE OF VALUES**
- III DEFINITIONS**
- IV ANNUITY PURCHASE PAYMENTS**
  - 1. Annuity Purchase Payments, General
  - 2. Initial and Planned Annuity Purchase Payments
- V ANNUITY FUND VALUE, CASH VALUE**
  - 3. Annuity Fund Value
  - 4. Interest Crediting
  - 5. Cash Value
  - 6. Table of Values
- VI DEATH, CASH SURRENDER**
  - 7. Death Benefit
  - 8. Death Benefit Payment
  - 9. Cash Surrender Value
  - 10. Full Cash Surrender
  - 11. Partial Cash Surrender

### Section

- VII MATURITY, ANNUITY INCOME PAYMENTS**
  - 12. Maturity Value
  - 13. General
  - 14. Conditions
  - 15. Annuity Income Options
  - 16. Basis of Annuity Income Values
  - 17. Supplementary Contract
- VIII GENERAL PROVISIONS**
  - 18. The Contract
  - 19. Representations
  - 20. Owner
  - 21. Beneficiary
  - 22. Change of Beneficiary
  - 23. Conformity
  - 24. Divisible Surplus
  - 25. Misstatement of Age or Sex
  - 26. Incontestability
  - 27. Maintenance of Legal Reserves
  - 28. Annual Report

SECTION I  
CERTIFICATE DATA

Certificate Number: [U99999]

Annuitant: [JOHN Q. DOE]

Age: [35]      Sex: [Male]

Date of Issue: [July 1, 2012]

Maturity Date: [July 1, 2077]

BENEFITS

Plan: Flexible Payment Deferred Annuity

Guaranteed Interest Rate:

The guaranteed interest rate for this certificate as of the Date of Issue is [1.00%]. This rate will be redetermined annually on January 1 and will remain in effect for the calendar year.

The guaranteed interest rate on the Date of Issue and at each subsequent redetermination is the lesser of 3% or,

- (a) The average monthly five-year Constant Maturity Treasury Rate, or other such index as may be prescribed by law, for the month of November in the year preceding:
  - (i) the year of issue of this certificate; or
  - (ii) the year of the interest rate redetermination.
- (b) Rounded to the nearest 1/20 of 1%;
- (c) Reduced by 1.25%; but
- (d) Not less than 1%.

PREMIUMS

Initial Annuity Purchase Payment: [\$1,000]

Planned Annuity Purchase Payments: [ \$1,000]

Frequency: [Annual]

SURRENDER CHARGE TABLE

<u>Certificate Year</u>	<u>Surrender Charge</u>
1	2%
2	1
3 and after	0

## SECTION II

### TABLE OF VALUES

See Provision 6 of Section V for detailed explanation.

Values are based on an annual annuity purchase payment of \$100 and a guaranteed interest rate of 1%.

End of Year	Annuity Fund Value	Cash Value	End of Year	Annuity Fund Value	Cash Value
1	\$101.00	\$98.98	41	\$5,087.90	\$5,087.90
2	203.01	200.98	42	5,239.78	5,239.78
3	306.04	306.04	43	5,393.18	5,393.18
4	410.10	410.10	44	5,548.11	5,548.11
5	515.20	515.20	45	5,704.59	5,704.59
6	621.35	621.35	46	5,862.63	5,862.63
7	728.57	728.57	47	6,022.26	6,022.26
8	836.85	836.85	48	6,183.48	6,183.48
9	946.22	946.22	49	6,346.32	6,346.32
10	1,056.68	1,056.68	50	6,510.78	6,510.78
11	1,168.25	1,168.25	51	6,676.89	6,676.89
12	1,280.93	1,280.93	52	6,844.66	6,844.66
13	1,394.74	1,394.74	53	7,014.10	7,014.10
14	1,509.69	1,509.69	54	7,185.25	7,185.25
15	1,625.79	1,625.79	55	7,358.10	7,358.10
16	1,743.04	1,743.04	56	7,532.68	7,532.68
17	1,861.47	1,861.47	57	7,709.01	7,709.01
18	1,981.09	1,981.09	58	7,887.10	7,887.10
19	2,101.90	2,101.90	59	8,066.97	8,066.97
20	2,223.92	2,223.92	60	8,248.64	8,248.64
21	2,347.16	2,347.16	61	8,432.12	8,432.12
22	2,471.63	2,471.63	62	8,617.44	8,617.44
23	2,597.35	2,597.35	63	8,804.62	8,804.62
24	2,724.32	2,724.32	64	8,993.66	8,993.66
25	2,852.56	2,852.56	65	9,184.60	9,184.60
26	2,982.09	2,982.09	66	9,377.45	9,377.45
27	3,112.91	3,112.91	67	9,572.22	9,572.22
28	3,245.04	3,245.04	68	9,768.94	9,768.94
29	3,378.49	3,378.49	69	9,967.63	9,967.63
30	3,513.27	3,513.27	70	10,168.31	10,168.31
31	3,649.41	3,649.41	71	10,370.99	10,370.99
32	3,786.90	3,786.90	72	10,575.70	10,575.70
33	3,925.77	3,925.77	73	10,782.46	10,782.46
34	4,066.03	4,066.03	74	10,991.28	10,991.28
35	4,207.69	4,207.69	75	11,202.20	11,202.20
36	4,350.76	4,350.76	76	11,415.22	11,415.22
37	4,495.27	4,495.27	77	11,630.37	11,630.37
38	4,641.23	4,641.23	78	11,847.68	11,847.68
39	4,788.64	4,788.64	79	12,067.15	12,067.15
40	4,937.52	4,937.52	80	12,288.82	12,288.82

### SECTION III

#### DEFINITIONS

In this certificate, the following terms mean:

**We, Us and Our.** Polish National Alliance of the U.S. of N.A., telephone [(800) 621-3723].

**You and Your.** The owner of this certificate. The owner may be someone other than the annuitant.

**Annuitant.** The person whose life is insured under this certificate. See Section I, Certificate Data.

**Age, Attained Age.** Age means the annuitant's age last birthday on the date of issue. Attained age is the age last birthday on each certificate anniversary.

**Beneficiary.** The person named in the application or by later designation to receive death benefit proceeds at the annuitant's death.

**Death Benefit Proceeds.** The amount payable at the annuitant's death.

**Contract.** This certificate, including riders and endorsements, if any.

**Date of Issue.** The effective date of coverage under this certificate. It is the date from which certificate anniversaries and certificate years are measured.

**Certificate Anniversary, Certificate Year.** The yearly anniversary of the date of issue. Each certificate year begins on the same date in each calendar year as that specified by the date of issue.

**Annuity Fund Value.** The accumulation at interest of net annuity purchase payments plus any declared dividends less any partial cash surrenders.

**Cash Value.** The annuity fund value less any applicable surrender charge.

**Surrender Charge.** The charge, if any, we make against the annuity fund value if the certificate is cash surrendered.

**Rider.** An attachment to this certificate which provides additional benefits.

**Written Request.** A request signed by you in a form satisfactory to us and filed at our Home Office at [6100 North Cicero Avenue, Chicago, Illinois 60646].

**Terminate.** The time when coverages and benefits provided by this certificate are no longer in effect.

**In Force.** The coverages and benefits provided by this certificate are in effect.

## **SECTION IV**

### **ANNUITY PURCHASE PAYMENTS**

#### **1. ANNUITY PURCHASE PAYMENTS, GENERAL**

Annuity purchase payments are flexible. This means you can choose the amount and frequency of payments subject to the provisions set forth in this section. All payments are payable at our Home Office. We will furnish a receipt upon request.

#### **2. INITIAL AND PLANNED ANNUITY PURCHASE PAYMENTS**

The initial annuity purchase payment shown in Section I, Certificate Data, is due on the date of issue and must be paid to place this certificate in force.

Planned annuity purchase payments may be made periodically thereafter during the annuitant's life until the maturity date. The amount and frequency of your planned payment is shown in Section I, Certificate Data. We will send payment reminder notices based on the frequency you selected. After payment of the initial purchase payment no additional annuity purchase payments are required to maintain this certificate in force.

You may change the frequency or increase or decrease the amount of planned payments. However, we will not accept an annuity purchase payment of less than \$100.

## **SECTION V**

### **ANNUITY FUND VALUE, CASH VALUE**

#### **3. ANNUITY FUND VALUE**

The annuity fund value of this certificate is the accumulation at interest of:

- a. the net annuity purchase payments, plus
- b. declared dividends, if any; less
- c. partial cash surrenders.

Net annuity purchase payments are the payments made for this certificate; excluded is the cost of any benefit provided by any rider attached to this certificate.

The annuity fund value will be increased on the date:

1. the net annuity purchase payment is received at our Home Office; or
2. a dividend is declared on this certificate;

or will be decreased on the date:

3. a check for a partial cash surrender from this certificate is issued.

#### **4. INTEREST CREDITING**

We will credit the annuity fund value daily with interest. Interest rates will be determined from time to time as authorized by the Board of Directors but will never be less than the guaranteed effective annual interest rate described in Section I.

## **5. CASH VALUE**

The cash value is the annuity fund value less a surrender charge.

During the first 2 certificate years, the surrender charge is determined by multiplying the annuity fund value by the appropriate percentage from the Surrender Charge Table shown in Section I. Thereafter, there is no surrender charge.

The amount of any paid up annuity, cash value or death benefit is greater than or equal to the minimum values required by the state in which this certificate is delivered.

## **6. TABLE OF VALUES**

The annuity fund values and cash values are displayed in the Table of Values in Section II. All displayed values are based on the minimum guaranteed interest rate shown in Section I. Your certificate's actual value will not be less than those shown in Section II unless you take a partial cash surrender.

Values are shown at the end of a certificate year.

Values are shown for an annual net annuity purchase payment of \$100; values for annual net annuity purchase payments other than \$100 are proportional. Values shown are for a certificate without dividends and assume a \$100 net annuity purchase payment is received on the date of issue and on each certificate anniversary thereafter. Values shown assume there have been no partial cash surrenders. Values at the end of any other certificate year will be furnished upon request.

Values at any time during a certificate year will be determined with allowance for the part of the year which has elapsed. Values within 30 days after a certificate anniversary shall not be less than the value on such certificate anniversary, unless a partial cash surrender occurs during this period.

## **SECTION VI**

### **DEATH, CASH SURRENDER**

## **7. DEATH BENEFIT**

The death benefit proceeds of this certificate will be the annuity fund value determined as of the date of the annuitant's death.

Interest will be paid from the date of death to the date of settlement at not less than the guaranteed interest rate or that required by law.

## **8. DEATH BENEFIT PAYMENT**

Death benefit proceeds are payable at the death of the annuitant. If you, as owner, are not the annuitant, the death benefit proceeds also are payable at your death.

The death benefit proceeds of this certificate will only be paid once; upon your death or the death of the annuitant, whichever occurs first.

Death benefit proceeds may be paid to the beneficiary:

- a. immediately in a lump sum; or
- b. over a period not to exceed 5 years from the date of death, with interest at not less than the guaranteed rate; or
- c. under Option 2 of the Annuity Income Options in Section VII, provided such monthly payments commence within one year of the date of death; or
- d. under any other option in Section VII, provided the decedent was the annuitant but not the owner.

This certificate will be terminated upon payment of the death benefit proceeds in a lump sum or upon commencement of one of the payment options.

An additional option for the payment of proceeds at the death of the owner is available if the beneficiary of this certificate is the decedent's spouse. The certificate may be continued in force as a deferred annuity:

1. If the decedent was the owner and also the annuitant, the beneficiary will be the annuitant and owner of the certificate.
2. If the decedent was the owner but not the annuitant, the beneficiary will be the owner of the certificate.

## **9. CASH SURRENDER VALUE**

The cash surrender value proceeds of this certificate is the cash value determined as of the date of surrender.

## **10. FULL CASH SURRENDER**

You may surrender this certificate for its cash surrender value by written request on a form satisfactory to us at any time before an annuity income option is put into effect. This certificate will then be terminated. We may defer payment of the cash surrender value for not more than six months after making written request and receiving written approval from the insurance supervisory official of the state in which this certificate is delivered. If payment is deferred for more than 31 days, interest at a rate not less than the guaranteed interest rate shall be allowed on the cash surrender value from the date we receive your request for surrender to the date of payment.

The proceeds of this certificate payable upon full cash surrender may be applied under one of the Annuity Income Options in Section VII.

## **11. PARTIAL CASH SURRENDER**

You may surrender by written request a portion of the cash surrender value at any time before an annuity income option is put into effect.

The annuity fund value remaining with us after any partial cash surrender must be at least \$1,000. Only one partial cash surrender for at least \$250 may be made in any certificate year.

During the first 2 certificate years, partial cash surrenders are subject to a surrender charge. This surrender charge is determined by multiplying the partial cash surrender amount by the appropriate percentage from the Surrender Charge Table shown in Section I. The appropriate percentage will be determined as of the date we received your written request.

## **SECTION VII**

### **MATURITY, ANNUITY INCOME PAYMENTS**

## **12. MATURITY VALUE**

The maturity value proceeds of this certificate is the annuity fund value determined as of the maturity date.

## **13. GENERAL**

The proceeds of this certificate payable on the maturity date may be applied under one of the following annuity income options. You may designate in the application, or may elect at any time before the maturity date, an annuity in any of the following forms. You may select a combination of options or any other options which are mutually agreeable between you and us. If no option has been selected as of the maturity date, we will automatically apply the proceeds under Option 3 - 10 Years Certain and Life.

A person named to receive payments under an annuity income option is a payee under the option.

## **14. CONDITIONS**

An annuity income option must be elected in writing in a form approved by us. Our consent is needed for an annuity income option under the following conditions:

- a. The payee is not a natural person receiving payments in his or her own right, or is not acting in an individual capacity. This includes any corporation, partnership, trustee, custodian, or estate.
- b. The proceeds to be applied to the option are less than \$5,000.
- c. Each payment to the payee would be less than \$100.



## 15. ANNUITY INCOME OPTIONS

You may select one, or a combination, of the following options.

**OPTION 1: FULL CASH REFUND ANNUITY.** Monthly payments will be made as long as the payee is alive. At the death of the payee we will pay to the payee's beneficiary:

- (a) the proceeds of this certificate applied to purchase the monthly annuity income; less
- (b) the sum of the monthly annuity income payments made prior to the payee's death; provided
- (c) (a) minus (b) is greater than \$0.

The amount of each monthly payment is determined by the age of the payee on the date the supplementary contract is effective.

The amount of each monthly payment for each \$10,000 of proceeds is as follows (monthly income for proceeds of other amounts is proportional):

<u>Age</u>	<u>Male</u>	<u>Female</u>
65	\$36.48	\$34.76
70	41.30	39.49
75	47.29	45.46
80	54.80	53.05
85	64.30	62.63
90	76.49	74.71
95	93.41	90.79
100	119.98	115.86

Amounts for other ages will be furnished upon request.

**OPTION 2: LIFE ANNUITY.** Monthly payments will be made as long as the payee is alive. No further benefits will be payable after the payee's death. The amount of each monthly payment is determined by the age of the payee on the date the supplementary contract is effective.

Amounts of monthly income are shown in the following table for each \$10,000 of proceeds (monthly income for proceeds of other amounts is proportional):

<u>Age</u>	<u>Male</u>	<u>Female</u>
65	\$45.83	\$41.09
70	55.44	49.28
75	68.67	61.18
80	87.18	78.76
85	113.03	104.96
90	148.46	142.34
95	196.37	189.99
100	269.45	256.88

Amounts for other ages will be furnished upon request.

**OPTION 3: LIFE ANNUITY WITH 10 OR 20 YEAR PERIOD CERTAIN.** Monthly payments will be made for a specified period of 10 or 20 years and will continue after the expiration of the specified period as long as the payee is alive. If the payee dies during the specified period, payments will be continued to the end of that period to the beneficiary designated in the supplementary contract. The amount of each monthly payment is determined by the age of the payee on the date the supplementary contract is effective.

Amounts of monthly income are shown in the following table for each \$10,000 of proceeds (monthly income for proceeds of other amounts is proportional):

<u>Age</u>	<u>10 Year Certain</u>		<u>20 Year Certain</u>	
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
65	\$44.33	\$40.33	\$39.04	\$37.22
70	51.96	47.51	42.13	40.93
75	60.77	56.62	44.27	43.73
80	69.88	66.95	45.40	45.23
85	77.73	76.32	45.83	45.80
90	83.19	82.60	45.93	45.92
95	86.26	86.00	45.93	45.93
100	87.39	87.35	45.93	45.93

If the payment amount for the chosen period is the same as that for a different guarantee period, we will automatically assume the longest such period.

Amounts for other ages will be furnished upon request.

**Option 4: JOINT LIFE ANNUITY.** Monthly payments will be made during the joint lifetimes of two payees; and, after the death of one payee during the lifetime of the surviving payee. The amount of each monthly payment is determined by the ages of the payees on the date the supplementary contract is effective. The amount of each monthly payment for each \$10,000 of proceeds is as follows (monthly income for proceeds of other amounts is proportional):

<u>Female</u>	<u>Male</u>							
<u>Age</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>	<u>90</u>	<u>95</u>	<u>100</u>
65	\$35.30	\$37.25	\$38.71	\$39.70	\$40.31	\$40.66	\$40.86	\$40.98
70	38.27	41.47	44.14	46.14	47.47	48.28	48.75	49.02
75	40.86	45.58	50.07	53.88	56.72	58.61	59.77	60.49
80	42.83	49.10	55.81	62.31	67.86	72.03	74.86	76.77
85	44.15	51.70	60.57	70.28	79.80	88.00	94.36	99.17
90	44.93	53.35	63.90	76.56	90.48	104.14	116.21	126.71
95	45.35	54.28	65.93	80.75	98.45	117.66	136.63	155.29
100	45.59	54.85	67.23	83.65	104.53	129.19	156.11	186.01

Amounts for other ages will be furnished upon request.

## 16. BASIS OF ANNUITY INCOME VALUES

All computations involving annuity income are based on the Annuity 2000 Mortality Table and 1% interest. These are the guaranteed minimum annuity income amounts for this certificate. We may, at the time an annuity income option is exercised, provide an annuity income amount in excess of these guaranteed minimums.

## 17. SUPPLEMENTARY CONTRACT

If an annuity income option is elected, we will issue a supplementary contract on the date of settlement. It will state the rights and benefits of the payee and any applicable beneficiary under the annuity income option elected.

Before making payments, we may require satisfactory proof of the age of the person or persons on whose life payments are based. If payment under an option depends on survival of the payee, we may require satisfactory evidence that the payee is living when any payment is due.

**SECTION VIII**  
**GENERAL PROVISIONS**

**18. THE CONTRACT**

This contract is issued in consideration of:

- a. your application;
- b. the payment of the initial purchase payment and the timely payment of premiums for any riders; and
- c. the certificate and any rider provisions.

The entire agreement consists of:

1. this certificate along with any attached riders;
2. the attached application; and
3. our Constitution and By-Laws, as amended from time to time.

No change in our Constitution or By-Laws made after the date of issue shall reduce or change the benefits promised in this certificate. This certificate may be continued in force even if membership in our society is terminated.

No agent or person other than our National Officers has the authority to change or modify this certificate or waive any of its provisions.

**19. REPRESENTATIONS**

In issuing this certificate, we rely on all statements made by or for the annuitant in the application. Legally, these statements are considered to be representations and not warranties. We can resist a claim for any material misrepresentation of a fact subject to the Misstatement of Age or Sex provision. To do so, however, the representation must have been made in the application or in a supplemental application. Also, a copy of such application must have been attached to this certificate when issued or made a part of the certificate when changes became effective.

**20. OWNER**

The owner of this certificate may exercise every right and enjoy every contractual benefit provided in this certificate.

You may transfer ownership at any time during the annuitant's lifetime. To make a transfer, we must receive a written request at our Home Office in a form acceptable to us. It will be effective on the date the transfer was signed or on the date it was received at the Home office if no date appears on the transfer. A transfer of ownership will be subject to any payment made or action taken by us before the transfer is received.

**21. BENEFICIARY**

The designated beneficiary:

- a. will receive the proceeds upon death;
- b. is named in the application for this certificate; and
- c. may be changed by the owner. The change is subject to the terms shown in the Change of Beneficiary provision.

If not otherwise provided:

1. The interest of any beneficiary who dies before the insured will pass to any other beneficiaries according to their interests.
2. If no named beneficiary survives the insured, the proceeds will be paid to the owner or, if the owner is deceased, to the owner's estate.

## **22. CHANGE OF BENEFICIARY**

You may change the beneficiary designation:

- a. while the annuitant is alive; and
- b. if the prior designation does not prohibit such a change.

A change will revoke any prior designation. We will record the change. The change is effective as of the date you signed it; or, if no date appears on the designation, on the date we received it. We have the right to require that you send us this certificate so we can record the change. A change of beneficiary will be subject to any payment made or action taken by us before the change is received.

## **23. CONFORMITY**

This certificate is subject to the laws of the state in which this certificate is delivered. If part of it does not follow that law, it will be treated as if it does.

## **24. DIVISIBLE SURPLUS**

If approved by our Board of Directors, you may participate in our divisible surplus. Divisible surplus:

- a. accrues from participating certificates only;
- b. is apportioned by our Board of Directors; and
- c. is distributed in the form of dividends.

A dividend may be paid in cash or may be applied to the annuity fund value of this certificate.

As of the date of issue, we do not expect this certificate to contribute to divisible surplus.

## **25. MISSTATEMENT OF AGE OR SEX**

If the age or sex of the annuitant or any payee under the Annuity Income Options is misstated, we will make adjustments based on the correct age and sex.

Any overpayments already made by us will be deducted from the payment or payments next succeeding the date of correction. Any underpayments will be paid immediately in one lump sum.

## **26. INCONTESTABILITY**

We cannot contest this certificate.

## **27. MAINTENANCE OF LEGAL RESERVES**

The reserves we hold on your certificate are computed according to the standards prescribed by the laws of the state in which this certificate was delivered.

If for any reason at any time we do not have sufficient assets to cover the legal reserves required by this certificate, the amount of such deficiency shall be equitably apportioned to all our outstanding certificates. The amount thus apportioned to your certificate shall either be:

- a. paid in cash by you; or
- b. used to reduce this certificate's benefit proportionately to the value of the requested contributions.

## **28. ANNUAL REPORT**

At least once each year, we will send you a report which shows:

- a. The beginning and ending date of the report period.
- b. The annuity fund and cash surrender values at the beginning and end of the report period.
- c. The annuity purchase payments paid, the amount of any partial cash surrenders, and interest credited during the report period.
- d. The current death benefit.
- e. Any other information required by the state in which this certificate is delivered.

**FLEXIBLE PAYMENT DEFERRED ANNUITY CERTIFICATE**

Annuity Income commencing on the maturity date

Death benefit payable upon the death of the annuitant prior to the maturity date

Flexible payments payable during the lifetime of the annuitant

Participating



**POLISH NATIONAL ALLIANCE  
OF THE  
UNITED STATES OF NORTH AMERICA**  
[6100 North Cicero Avenue  
Chicago, Illinois 60646]  
[(800) 621-3723 or (773) 286-0500]  
[[www.pna-znp.org](http://www.pna-znp.org)]



**POLISH NATIONAL ALLIANCE**  
**of the United States of North America (PNA)**

*A Fraternal Benefit Society*

6100 N. Cicero Avenue  
Chicago, IL 60646-4386  
800-621-3723

**ANNUITY APPLICATION**

**SECTION I – INFORMATION**

	ANNUITANT	OWNER (if other than annuitant)	BENEFICIARY	CONTINGENT BENEFICIARY
Last name	Doe		Doe	
First name, M.I.	John Q.		Jane M.	
Street address	123 Main Street		123 Main Street	
City, state, zip	Chicago, IL 60000		Chicago, IL 60000	
Social security #	123-45-6789		987-65-4321	
Gender	Male		Female	
Date of birth	01-07-1977		06-04-1978	
Home phone #	773-123-4567		773-123-4567	
Work phone #	773-765-4321			
Relationship to annuitant			Spouse	

**SECTION II - ANNUITY COVERAGE**

Initial Premium	Premium Mode	Modal Premium
\$1,000	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Semi-annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> Single payment	\$
<b>Product</b>		
<input type="checkbox"/> Flex-8 <input checked="" type="checkbox"/> Flex-2   SPDA <input type="checkbox"/> 5 <input type="checkbox"/> 3		
<b>Tax Plan</b>		
<input checked="" type="checkbox"/> Non-Tax Qualified Annuity <input type="checkbox"/> IRA <input type="checkbox"/> Roth IRA		
<b>Transaction Type</b>		
<input checked="" type="checkbox"/> Non-qualified Premium <input type="checkbox"/> Contribution   \$ _____ Tax year _____, \$ _____ Tax year _____		
<input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Direct Transfer <input type="checkbox"/> Rollover <input type="checkbox"/> Roth Conversion		

ANNAPP-2012

Page 1 of 3

**RECEIPT**

In consideration of the payment made by the applicant and of the statements made in this application, the Society agrees that the benefit applied for shall be in effect from the date the application and premium are received at the Home Office, if this application is approved. This receipt shall not be valid unless signed by an authorized Representative of the Society.

**Make check payable only to: Polish National Alliance**

I have paid \$ 1,000 with this application as payment for 12 months starting with the month of July, 2012  
\_\_\_\_\_, Witness - Representative.

<b>Existing Insurance</b>					
List below details of insurance or annuities in force on proposed annuitant <b>(if none, write none)</b> . Attach a separate sheet if necessary.					
Insurer	Life or Annuity Insurance	Year issued	Face amount	ADB amount	<i>Replacing?</i>
NONE					

Insured: Will this annuity replace or change any of the above life insurance certificates or annuities?  
☐ Yes ☒ No \_\_\_\_\_ (Insured's signature)

Representative: To the best of my knowledge, will the annuity being applied for replace any existing life or annuity insurance on the insured?  
☐ Yes ☒ No \_\_\_\_\_ (Representative's signature)

Remarks

## AGREEMENT

It is represented that all statements and answers given in this application are true, complete and correct to the best of my knowledge and belief. It is agreed that this application will be the basis for and form a part of any contract issued on this application.

**X**  
Representative's Printed Name



**FRAUD NOTICES. For your protection, certain states require that the following notices appear on this form.**

**California.** For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Colorado.** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Delaware.** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information if guilty of a felony.

**District of Columbia.** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Florida.** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Indiana.** A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

**Louisiana.** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in state prison.

**Maine.** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Maryland.** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Minnesota.** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**New Hampshire.** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

**New Jersey.** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New Mexico.** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**New York.** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Ohio.** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma.** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Pennsylvania.** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Rhode Island.** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in state prison.

**Washington.** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**FOR ALL OTHER STATES EXCLUDING CONNECTICUT, KANSAS, AND VIRGINIA.** A person may be committing insurance fraud, if he or she submits an application or claim containing a false or deceptive statement with intent to defraud (or knowing that he or she is helping to defraud) an insurance company.

<i>SERFF Tracking Number:</i>	<i>GBAC-128338159</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Polish National Alliance of the US of NA</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>PNAFPDA-2012</i>		
<i>TOI:</i>	<i>A021 Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A021.002 Flexible Premium</i>
<i>Product Name:</i>	<i>PNAFPDA-2012</i>		
<i>Project Name/Number:</i>	<i>PNAFPDA-2012/</i>		

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> Regulation 49 (Limitations and Exclusions) not applicable - PNA is a Fraternal <b>Attachments:</b> AR Cert Comp 19.pdf AR Flesch Score Certif.pdf AR Cust Contact.pdf		
<b>Bypassed - Item:</b> Application <b>Bypass Reason:</b> New application under 'Form Schedule' tab. <b>Comments:</b>		
<b>Satisfied - Item:</b> Life & Annuity - Acturial Memo <b>Comments:</b> <b>Attachment:</b> Act Analysis with Attach FPDA-2012.pdf		
<b>Satisfied - Item:</b> Third Party Authorization Letter <b>Comments:</b> <b>Attachment:</b> 2012 Third Party Authorization.pdf		
	Item Status:	Status Date:

*SERFF Tracking Number:* GBAC-128338159 *State:* Arkansas  
*Filing Company:* Polish National Alliance of the US of NA *State Tracking Number:*  
*Company Tracking Number:* PNAFPDA-2012  
*TOI:* A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.002 Flexible Premium  
Variable  
*Product Name:* PNAFPDA-2012  
*Project Name/Number:* PNAFPDA-2012/

**Date:**

**Satisfied - Item:** Statement of Variability

**Comments:**

**Attachment:**

Statement of Variability.pdf

# STATE OF ARKANSAS

1200 West Third Street  
Little Rock, AR 72201

## ***Certification of Compliance Rule and Regulation 19***

Carrier: **Polish National Alliance of the United States of North America**

Form Number and Title: Form FPDA-2012      Flexible Payment Deferred Annuity Certificate  
ANNAPP-2012      Annuity Application

We hereby certify that to the best of our knowledge and belief the above submission complies with the Arkansas Rule and Regulation 19 as well as all applicable requirements of this department.

Signature of Officer: 

Name (typed or printed): Frank J. Spula

Title or business affiliation: Chief Executive Secretary

Date: May 10, 2012

Signature of Actuary : 

Name (typed or printed): Steve Griffith

Title or business affiliation: Consulting Actuary, Griffith, Ballard and Company

Date: May 10, 2012

STATE OF ARKANSAS

DEPARTMENT OF INSURANCE

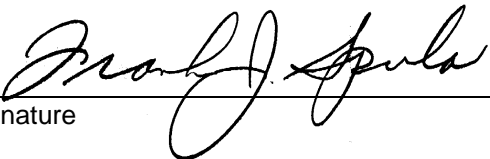
1200 West Third Street  
Little Rock, AR 72201

CERTIFICATION

Readability Requirement

POLISH NATIONAL ALLIANCE OF THE U.S. OF N.A. hereby certifies that this filing complies with Ark. Stat. Ann. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act and achieves a Flesch reading ease test score as follows:

<u>Form #</u>	<u>Sentences</u>	<u>Words</u>	<u>Syllables</u>	<u>Flesch Score</u>
Form FPDA-2012 & ANNAPP-2012 combined	202	3,026	5,041	50.7

  
\_\_\_\_\_  
Signature

Frank J. Spula, President  
\_\_\_\_\_  
Name (Signed by Officer of Company, Title)

May 10, 2012  
\_\_\_\_\_  
Date

POLICY NUMBER – 123456

PREPARED FOR – John Doe

We at the Polish National Alliance of the United States of North America strive to provide quality customer service at all times. If you have any questions or comments, please feel free to contact us.

POLICYHOLDER SERVICE

Polish National Alliance of the U.S. of N.A.  
6100 North Cicero Avenue  
Chicago, IL 60646

800-621-3723

AGENT

John W. Smith  
P.O. Box 2345  
Chicago, IL 60606

If we at the Polish National Alliance of the U.S. of N.A. fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904

800-852-5494



POLISH  
NATIONAL  
ALLIANCE of the U.S. of N.A.

May 10, 2012

Re: POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH AMERICA-NAIC #57622  
Form FPDA-2012 Flexible Payment Deferred Annuity Certificate  
ANNAPP-2012 Annuity Application

To Whom it May Concern:

I HEREBY CERTIFY that Griffith, Ballard and Company has supervised the development of the forms included in this submission, and that they are authorized to submit these forms on behalf of POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH AMERICA.

Any questions regarding this submission should be directed to Steve Griffith of Griffith, Ballard and Company, Consulting Actuaries, as the individual responsible for this filing.

---

Frank J. Spula, President

POLISH NATIONAL ALLIANCE OF THE U.S. OF N.A.  
6100 North Cicero Avenue  
Chicago, IL 60646

## Statement of Variability

Company Name: **POLISH NATIONAL ALLIANCE OF THE U.S. OF N.A. – NAIC #57622**  
**Form FPDA-2012    Flexible Payment Deferred Annuity Certificate**

### COVER PAGE

Association's Address  
Officer's Signatures/Titles  
Association's Telephone Number  
Association's Website Address

### SECTION I – CERTIFICATE DATA

Certificate Number  
Annuitant  
Age: Age of the annuitant at issue 0:95  
Sex  
Date of Issue: Effective date of coverage  
Maturity Date: Date when attained age is greater of age 100 and issue age +10  
Guaranteed interest rate on Date of Issue: 1%-3%  
Initial Annuity Purchase Payment  
Planned Annuity Purchase Payments  
Frequency: Annual, Semiannual, Quarterly or Monthly

### SECTION III – DEFINITIONS

Association's telephone number  
Association's address

### BACK COVER PAGE

Association's Address  
Association's Telephone Number  
Association's Website Address



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Steve Griffith, Consulting Actuary  
Griffith, Ballard and Company  
100 First Avenue N.E., Suite 117  
Cedar Rapids, IA 52401